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14 Attorneys for Defendant  
THE GOODYEAR TIRE & RUBBER COMPANY  
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16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA  
18

19 TOSHIBA JOHNSON, on behalf of herself  
and all others similarly situated, and on  
20 behalf of the general public, and as an  
"aggrieved employee" under the Labor  
21 Code Private Attorneys General Act of  
2004,

22 Plaintiffs,

23 v.

24 THE GOODYEAR TIRE & RUBBER  
25 COMPANY, an Ohio corporation, and  
DOES 1 through 10, inclusive,

26 Defendants.  
27  
28

Case No. 3:13-cv-01069-MMC

**JOINT STIPULATION AND ~~PROPOSED~~  
ORDER REGARDING FILING OF  
SECOND AMENDED COMPLAINT**

**RECITALS**

A. WHEREAS, TOSHIBA JOHNSON ("Plaintiff ") filed her Original Complaint in Alameda County Superior Court on February 1, 2013;

B. WHEREAS, Plaintiff filed her First Amended Complaint ("FAC") in Alameda County Superior Court on February 14, 2013;

C. WHEREAS, on or about March 8, 2013, Defendant removed the action to this Court;

D. WHEREAS, Defendant answered the First Amended Complaint on March 18, 2013;

E. WHEREAS, on July 18, 2013, the parties participated in a full day mediation with respected mediator, Michael Dickstein;

F. WHEREAS, following the mediation, the parties continued to work together on a potential settlement and, ultimately, came to terms on a class-wide settlement;

G. WHEREAS, as part of the proposed settlement, the parties have agreed that Plaintiff shall file a Second Amended Complaint (SAC) which dismisses claims for violations of Labor Code § 2802 and Business & Professions Code § 17200. In addition, the SAC includes an additional claim for violations of Labor Code § 226. The proposed SAC (in redline format to show the proposed changes) is attached hereto as **Exhibit A**.

**THEREFORE**, the parties do STIPULATE AND AGREE as follows;

1. Plaintiff's SAC shall be the operative complaint in this matter;

2. Plaintiff's SAC shall be deemed filed upon entry of the Order on this Stipulation; and

3. Defendant shall have thirty (30) days to respond to the SAC, to commence upon entry of this Order.

**IT IS SO STIPULATED:**

1 Dated: September 20, 2013

2  
3 /s/ Alex P. Katofsky  
4 ALEX P. KATOFISKY  
5 GAINES & GAINES, APLC  
6 Attorneys for Plaintiff TOSHIBA JOHNSON

7 Dated: September 20, 2013

8 /s/ Joshua D. Kienitz  
9 JOSHUA D. KIENITZ  
10 LITTLER MENDELSON, P.C.  
11 Attorneys for Defendant  
12 THE GOODYEAR TIRE & RUBBER COMPANY

13 **ORDER**

14 Upon reading the forgoing Stipulation, and good cause appearing, therefore,

15 IT IS ORDERED THAT

- 16 1. Plaintiff's SAC shall be the operative complaint in this matter;
- 17 2. Plaintiff's SAC shall be deemed filed upon entry of the Order on this  
18 Stipulation; and shall file the SAC no later than September 27, 2013; and
- 19 3. Defendant shall have thirty (30) days to respond to the SAC, to commence  
20 upon entry of this Order.

21 **SO ORDERED.**

22 Dated: September 24, 2013

23 Maxine M. Chesney  
24 HON. MAXINE M. CHESNEY  
25 United States District Court Judge  
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